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8 **UNITED STATES DISTRICT COURT**  
9 **CENTRAL DISTRICT OF CALIFORNIA – WESTERN DIVISION**  
10

11 DANIEL GONZALEZ,  
12  
13 Plaintiff,

Case No. 2-22-cv-9089 JAK (PVCx)

14 v.

**STIPULATED PROTECTIVE  
ORDER**

15 TARGET CORPORATION; DOES 1-100,  
16 Inclusive,  
17 Defendants.  
18  
19

20 1. A. PURPOSES AND LIMITATIONS

21 Discovery in this action is likely to involve production of confidential,  
22 proprietary or private information for which special protection from public  
23 disclosure and from use for any purpose other than prosecuting this litigation may  
24 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to  
25 enter the following Stipulated Protective Order. The parties acknowledge that this  
26 Order does not confer blanket protections on all disclosures or responses to  
27 discovery and that the protection it affords from public disclosure and use extends  
28 only to the limited information or items that are entitled to confidential treatment

1 under the applicable legal principles. The parties further acknowledge, as set forth  
2 in Section 12.3, below, that this Stipulated Protective Order does not entitle them to  
3 file confidential information under seal; Civil Local Rule 79-5 sets forth the  
4 procedures that must be followed and the standards that will be applied when a party  
5 seeks permission from the court to file material under seal.

#### 6 B. GOOD CAUSE STATEMENT

7 A Stipulated Protective Order is required to ensure the confidentiality of  
8 certain information involving trade secrets, customer and pricing lists and other  
9 valuable research, development, commercial, financial, technical and/or proprietary  
10 information that is protected from public disclosure and from use for any purpose  
11 other than prosecution of this action.

12 Such confidential and proprietary materials and information consist of, among  
13 other things, confidential business or financial information, information regarding  
14 confidential business practices, information otherwise generally unavailable to the  
15 public, or which may be privileged or otherwise protected from disclosure under  
16 state or federal statutes, court rules, case decisions, or common law. Accordingly, to  
17 expedite the flow of information, to facilitate the prompt resolution of disputes over  
18 confidentiality of discovery materials, to adequately protect information the parties  
19 are entitled to keep confidential, to ensure that the parties are permitted reasonable  
20 necessary uses of such material in preparation for and in the conduct of trial, to  
21 address their handling at the end of the litigation, and serve the ends of justice, a  
22 protective order for such information is justified in this matter. It is the intent of the  
23 parties that information will not be designated as confidential for tactical reasons  
24 and that nothing be so designated without a good faith belief that it has been  
25 maintained in a confidential, non-public manner, and there is good cause why it  
26 should not be part of the public record of this case.

#### 27 2. DEFINITIONS

28 2.1 Action: This pending federal lawsuit.

1       2.2    Challenging Party: a Party or Non-Party that challenges the  
2       designation of information or items under this Order.

3       2.3    “CONFIDENTIAL” Information or Items: information (regardless of  
4       how it is generated, stored or maintained) or tangible things that qualify for  
5       protection under Federal Rule of Civil Procedure 26(c), and as specified  
6       above in the Good Cause Statement.

7       2.4    Counsel: Outside Counsel of Record and House Counsel (as well as  
8       their support staff).

9       2.5    Designating Party: a Party or Non-Party that designates information or  
10      items that it produces in disclosures or in responses to discovery as  
11      “CONFIDENTIAL.”

12      2.6    Disclosure or Discovery Material: all items or information, regardless  
13      of the medium or manner in which it is generated, stored, or maintained  
14      (including, among other things, testimony, transcripts, and tangible things),  
15      that are produced or generated in disclosures or responses to discovery in this  
16      matter.

17      2.7    Expert: a person with specialized knowledge or experience in a matter  
18      pertinent to the litigation who has been retained by a Party or its counsel to  
19      serve as an expert witness or as a consultant in this Action.

20      2.8    House Counsel: attorneys who are employees of a party to this Action.  
21      House Counsel does not include Outside Counsel of Record or any other  
22      outside counsel.

23      2.9    Non-Party: any natural person, partnership, corporation, association or  
24      other legal entity not named as a Party to this action.

25      2.10   Outside Counsel of Record: attorneys who are not employees of a  
26      party to this Action but are retained to represent or advise a party to this  
27      Action and have appeared in this Action on behalf of that party or are  
28      affiliated with a law firm that has appeared on behalf of that party, and

1 includes support staff.

2 2.11 Party: any party to this Action, including all of its officers, directors,  
3 employees, consultants, retained experts, and Outside Counsel of Record (and  
4 their support staffs).

5 2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
6 Discovery Material in this Action.

7 2.13 Professional Vendors: persons or entities that provide litigation  
8 support services (e.g., photocopying, videotaping, translating, preparing  
9 exhibits or demonstrations, and organizing, storing, or retrieving data in any  
10 form or medium) and their employees and subcontractors.

11 2.14 Protected Material: any Disclosure or Discovery Material that is  
12 designated as “CONFIDENTIAL.”

13 2.15 Receiving Party: a Party that receives Disclosure or Discovery  
14 Material from a Producing Party.

15 3. SCOPE

16 The protections conferred by this Stipulation and Order cover not only  
17 Protected Material (as defined above), but also (1) any information copied or  
18 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
19 compilations of Protected Material; and (3) any testimony, conversations, or  
20 presentations by Parties or their Counsel that might reveal Protected Material.

21 Any use of Protected Material at trial shall be governed by the orders of the  
22 trial judge. This Order does not govern the use of Protected Material at trial.

23 4. DURATION

24 Even after final disposition of this litigation, the confidentiality obligations  
25 imposed by this Order shall remain in effect until a Designating Party agrees  
26 otherwise in writing or a court order otherwise directs. Final disposition shall be  
27 deemed to be the later of (1) dismissal of all claims and defenses in this Action, with  
28 or without prejudice; and (2) final judgment herein after the completion and

1 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,  
2 including the time limits for filing any motions or applications for extension of time  
3 pursuant to applicable law.

4 5. DESIGNATING PROTECTED MATERIAL

5 5.1 Exercise of Restraint and Care in Designating Material for Protection.

6 Each Party or Non-Party that designates information or items for protection under  
7 this Order must take care to limit any such designation to specific material that  
8 qualifies under the appropriate standards. The Designating Party must designate for  
9 protection only those parts of material, documents, items or oral or written  
10 communications that qualify so that other portions of the material, documents, items  
11 or communications for which protection is not warranted are not swept unjustifiably  
12 within the ambit of this Order.

13 Mass, indiscriminate or routinized designations are prohibited. Designations  
14 that are shown to be clearly unjustified or that have been made for an improper  
15 purpose (e.g., to unnecessarily encumber the case development process or to impose  
16 unnecessary expenses and burdens on other parties) may expose the Designating  
17 Party to sanctions.

18 If it comes to a Designating Party's attention that information or items that it  
19 designated for protection do not qualify for protection, that Designating Party must  
20 promptly notify all other Parties that it is withdrawing the inapplicable designation.

21 5.2 Manner and Timing of Designations. Except as otherwise provided in  
22 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
23 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
24 under this Order must be clearly so designated before the material is disclosed or  
25 produced.

26 Designation in conformity with this Order requires:

- 27 (a) for information in documentary form (e.g., paper or electronic  
28 documents, but excluding transcripts of depositions or other pretrial or

trial proceedings), that the Producing Party affix at a minimum, the legend “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to each page that contains protected material. If only a portion of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins).

A Party or Non-Party that makes original documents available for inspection need not designate them for protection until after the inspecting Party has indicated which documents it would like copied and produced. During the inspection and before the designation, all of the material made available for inspection shall be deemed “CONFIDENTIAL.” After the inspecting Party has identified the documents it wants copied and produced, the Producing Party must determine which documents, or portions thereof, qualify for protection under this Order. Then, before producing the specified documents, the Producing Party must affix the “CONFIDENTIAL legend” to each page that contains Protected Material. If only a portion of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins).

(b) for testimony given in depositions that the Designating Party identifies the Disclosure or Discovery Material on the record, before the close of the deposition all protected testimony.

(c) for information produced in some form other than documentary and for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information is stored the legend “CONFIDENTIAL.” If only a portion or portions of the information warrants protection, the Producing Party, to the extent practicable, shall identify the protected portion(s).

5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent

1 failure to designate qualified information or items does not, standing alone, waive  
2 the Designating Party's right to secure protection under this Order for such material.  
3 Upon timely correction of a designation, the Receiving Party must make reasonable  
4 efforts to assure that the material is treated in accordance with the provisions of this  
5 Order.

6 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

7 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
8 designation of confidentiality at any time that is consistent with the Court's  
9 Scheduling Order, or if no date is provided in the Scheduling Order, no later than  
10 discovery cut-off date as ordered by the Court.

11 6.2 Meet and Confer. The Challenging Party shall initiate meet and confer  
12 efforts.

13 6.3 Joint Stipulation. Any challenge submitted to the Court shall be via a  
14 joint stipulation pursuant to Local Rule 37-2.

15 6.4 The burden of persuasion in any such challenge proceeding shall be on  
16 the Designating Party. Frivolous challenges, and those made for an improper  
17 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
18 parties) may expose the Challenging Party to sanctions. Unless the Designating  
19 Party has waived or withdrawn the confidentiality designation, all parties shall  
20 continue to afford the material in question the level of protection to which it is  
21 entitled under the Producing Party's designation until the Court rules on the  
22 challenge.

23 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

24 7.1 Basic Principles. A Receiving Party may use Protected Material that is  
25 disclosed or produced by another Party or by a Non-Party in connection with this  
26 Action only for prosecuting, defending or attempting to settle this Action. Such  
27 Protected Material may be disclosed only to the categories of persons and under the  
28 conditions described in this Order. When the Action has been terminated, a



1 Receiving Party must comply with the provisions of section 13 below (FINAL  
2 DISPOSITION).

3 Protected Material must be stored and maintained by a Receiving Party at a  
4 location and in a secure manner that ensures that access is limited to the persons  
5 authorized under this Order.

6 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless  
7 otherwise ordered by the court or permitted in writing by the Designating Party, a  
8 Receiving Party may disclose any information or item designated  
9 “CONFIDENTIAL” only to:

10 (a) the Receiving Party’s Outside Counsel of Record in this Action, as  
11 well as employees of said Outside Counsel of Record to whom it is reasonably  
12 necessary to disclose the information for this Action;

13 (b) the officers, directors, and employees (including House Counsel) of  
14 the Receiving Party to whom disclosure is reasonably necessary for this Action;

15 (c) Experts (as defined in this Order) of the Receiving Party to whom  
16 disclosure is reasonably necessary for this Action and who have signed the  
17 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

18 (d) the court and its personnel;

19 (e) court reporters and their staff;

20 (f) professional jury or trial consultants, mock jurors, and Professional  
21 Vendors to whom disclosure is reasonably necessary for this Action and who have  
22 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

23 (g) the author or recipient of a document containing the information or a  
24 custodian or other person who otherwise possessed or knew the information;

25 (h) during their depositions, witnesses, and attorneys for witnesses, in the  
26 Action to whom disclosure is reasonably necessary provided: (1) the deposing party  
27 requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they will  
28 not be permitted to keep any confidential information unless they sign the



1 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise  
2 agreed by the Designating Party or ordered by the court. Pages of transcribed  
3 deposition testimony or exhibits to depositions that reveal Protected Material may  
4 be separately bound by the court reporter and may not be disclosed to anyone except  
5 as permitted under this Stipulated Protective Order; and

6 (i) any mediator or settlement officer, and their supporting personnel,  
7 mutually agreed upon by any of the parties engaged in settlement discussions.

8 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED  
9 IN OTHER LITIGATION

10 If a Party is served with a subpoena or a court order issued in other litigation  
11 that compels disclosure of any information or items designated in this Action as  
12 “CONFIDENTIAL,” that Party must:

13 (a) promptly notify in writing the Designating Party. Such notification  
14 shall include a copy of the subpoena or court order;

15 (b) promptly notify in writing the party who caused the subpoena or order  
16 to issue in the other litigation that some or all of the material covered by the  
17 subpoena or order is subject to this Protective Order. Such notification shall include  
18 a copy of this Stipulated Protective Order; and

19 (c) cooperate with respect to all reasonable procedures sought to be  
20 pursued by the Designating Party whose Protected Material may be affected.

21 If the Designating Party timely seeks a protective order, the Party served with  
22 the subpoena or court order shall not produce any information designated in this  
23 action as “CONFIDENTIAL” before a determination by the court from which the  
24 subpoena or order issued, unless the Party has obtained the Designating Party’s  
25 permission. The Designating Party shall bear the burden and expense of seeking  
26 protection in that court of its confidential material and nothing in these provisions  
27 should be construed as authorizing or encouraging a Receiving Party in this Action  
28 to disobey a lawful directive from another court.

1     9.     A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE  
2     PRODUCED IN THIS LITIGATION

3             (a) The terms of this Order are applicable to information produced by a  
4     Non-Party in this Action and designated as “CONFIDENTIAL.” Such information  
5     produced by Non-Parties in connection with this litigation is protected by the  
6     remedies and relief provided by this Order. Nothing in these provisions should be  
7     construed as prohibiting a Non-Party from seeking additional protections.

8             (b) In the event that a Party is required, by a valid discovery request, to  
9     produce a Non-Party’s confidential information in its possession, and the Party is  
10    subject to an agreement with the Non-Party not to produce the Non-Party’s  
11    confidential information, then the Party shall:

12            (1) promptly notify in writing the Requesting Party and the Non-Party  
13    that some or all of the information requested is subject to a confidentiality  
14    agreement with a Non-Party;

15            (2) promptly provide the Non-Party with a copy of the Stipulated  
16    Protective Order in this Action, the relevant discovery request(s), and a reasonably  
17    specific description of the information requested; and

18            (3) make the information requested available for inspection by the  
19    Non-Party, if requested.

20            (c) If the Non-Party fails to seek a protective order from this court within  
21    14 days of receiving the notice and accompanying information, the Receiving Party  
22    may produce the Non-Party’s confidential information responsive to the discovery  
23    request. If the Non-Party timely seeks a protective order, the Receiving Party shall  
24    not produce any information in its possession or control that is subject to the  
25    confidentiality agreement with the Non-Party before a determination by the court.  
26    Absent a court order to the contrary, the Non-Party shall bear the burden and  
27    expense of seeking protection in this court of its Protected Material.  
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10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A.

11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement in the stipulated protective order submitted to the court.

12. MISCELLANEOUS

12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its modification by the Court in the future.

12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order, no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this

1 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
2 ground to use in evidence of any of the material covered by this Protective Order.

3 12.3 Filing Protected Material. A Party that seeks to file under seal any  
4 Protected Material must comply with Local Civil Rule 79-5. Protected Material  
5 may only be filed under seal pursuant to a court order authorizing the sealing of the  
6 specific Protected Material at issue. If a Party's request to file Protected Material  
7 under seal is denied by the court, then the Receiving Party may file the information  
8 in the public record unless otherwise instructed by the court.

9 13. FINAL DISPOSITION

10 Within 60 days after the final disposition of this Action, as defined in  
11 paragraph 4, each Receiving Party must return all Protected Material to the  
12 Producing Party or destroy such material. As used in this subdivision, "all Protected  
13 Material" includes all copies, abstracts, compilations, summaries, and any other  
14 format reproducing or capturing any of the Protected Material. Whether the  
15 Protected Material is returned or destroyed, the Receiving Party must submit a  
16 written certification to the Producing Party (and, if not the same person or entity, to  
17 the Designating Party) by the 60 day deadline that (1) identifies (by category, where  
18 appropriate) all the Protected Material that was returned or destroyed and (2) affirms  
19 that the Receiving Party has not retained any copies, abstracts, compilations,  
20 summaries or any other format reproducing or capturing any of the Protected  
21 Material. Notwithstanding this provision, Counsel are entitled to retain an archival  
22 copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal  
23 memoranda, correspondence, deposition and trial exhibits, expert reports, attorney  
24 work product, and consultant and expert work product, even if such materials  
25 contain Protected Material. Any such archival copies that contain or constitute  
26 Protected Material remain subject to this Protective Order as set forth in Section 4  
27 (DURATION).  
28

1 14. Any violation of this Order may be punished by any and all appropriate  
2 measures including, without limitation, contempt proceedings and/or monetary  
3 sanctions.

4  
5 FOR GOOD CAUSE SHOWN BY THE PARTIES' STIPULATION, IT IS SO  
6 ORDERED.

7  
8 DATED: August 16, 2023

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10 \_\_\_\_\_  
11 Honorable Pedro V. Castillo  
12 United States Magistrate Judge  
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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of  
\_\_\_\_\_  
[print or type full address],  
declare under penalty of perjury that I have read in its entirety and understand the  
Stipulated Protective Order that was issued by the United States District Court for  
the Central District of California on \_\_\_\_\_[date] in the case of Gonzalez v.  
Target, Case No. 2-22-cv-9089 JAK (PVCx). I agree to comply with and to be  
bound by all the terms of this Stipulated Protective Order and I understand and  
acknowledge that failure to so comply could expose me to sanctions and punishment  
in the nature of contempt. I solemnly promise that I will not disclose in any manner  
any information or item that is subject to this Stipulated Protective Order to any  
person or entity except in strict compliance with the provisions of this Order.  
I further agree to submit to the jurisdiction of the United States District Court for the  
Central District of California for enforcing the terms of this Stipulated Protective  
Order, even if such enforcement proceedings occur after termination of this action.  
I hereby appoint \_\_\_\_\_ [print or type full name] of  
\_\_\_\_\_  
[print or type full address and  
telephone number] as my California agent for service of process in connection with  
this action or any proceedings related to enforcement of this Stipulated Protective  
Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_